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The following constitutes
the order of the court. Signed April 6, 2017

6 Counsel for Movant,


Roger L. Efremsky
U.S. Bankruptcy Judge

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10 UNITED STATES BANKRUPTCY COURT
11 NORTHERN DISTRICT OF CALIFORNIA
12 OAKLAND DIVISION

13 In re:

14 Rene Aline Ricks, aka Rene A. Ricks, aka
15 Rene Ricks,

16 Debtor.

Case No.: 14-44289

RS No.: EMM-14358

Chapter: 13

**ORDER MODIFYING AUTOMATIC
STAY AND FOR ADEQUATE
PROTECTION**

Hearing:

Date: March 15, 2017

Time: 1:30 p.m.

Place: Courtroom 201

U.S. Bankruptcy Court
1300 Clay Street
Oakland, CA 94612

22 It is hereby ordered by and between Movant, MTGLQ Investors, L.P c/o Shellpoint
23 Mortgage Servicing, and Rene Aline Ricks ("Debtor"), as follows:
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1 1. **IT IS HEREBY ORDERED** that the automatic stay as it affects Movant's
2 interest in the real property generally described as **2 Emshee Lane, Martinez, CA 94553**
3 ("Property") shall remain in effect, unless otherwise extinguished by operation of law, provided
4 Debtors comply with all of the provisions set forth below.

5 2. **IT IS FURTHER ORDERED** that Debtor shall maintain regular monthly
6 payments in the amount of \$3,069.05 on Movant's first deed of trust obligation, in a timely
7 fashion, beginning with the April 1, 2017 payment, and continuing thereafter on the first (1st)
8 day of each month. Payments are due on the first (1st) day of each month and are delinquent
9 after the fifteenth (15th) day of each month. The amount of these payments may be subject to
10 change under the terms of the parties' original agreements. All payments due to Movant
11 hereunder shall be paid to Movant at the following address:

12 Shellpoint Mortgage Servicing
13 PO Box 740039
 Cincinnati, OH 45274-0039

14 3. **IT IS FURTHER ORDERED** that Debtors shall cure the post-petition default
15 computed through March 1, 2017 as follows:

8 payments @ \$3,069.05	(08/01/16 – 03/01/17)	\$24,552.40
Attorney's Fees and Costs		\$1,031.00
Suspense Account		(\$2,620.98)

Post-Petition delinquency	\$22,962.42
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19 4. **IT IS FURTHER ORDERED** In addition to the regular monthly post-petition
20 payments, Debtor shall tender \$3,069.05 by March 24, 2017 and six (6) monthly installments of
21 \$3,069.05 each commencing April 1, 2017 and continuing thereafter through and including
22 September 1, 2017 and one final payment in the amount \$1,479.07 due on October 1, 2017

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1 5. **IT IS FURTHER ORDERED** that in the event Debtor fails to timely or
2 properly comply with the payment provisions set forth in paragraphs 2, 3 or 4 hereinabove,
3 Movant may serve a written Notice of Default on Debtor via first class mail and on Debtors
4 counsel via first class mail and facsimile. Debtor shall then have ten (10) days from the date of
5 service of the Notice of Default within which to cure the existing breach. If Debtor fails to do
6 so, then on the eleventh (11th) day, Movant may serve and lodge a Declaration Re: Non-Cure
7 of Default, along with a final Order for Relief from the Automatic Stay. Upon the entry of said
8 Order, the automatic stay in the above-entitled bankruptcy proceeding shall be immediately
9 vacated and extinguished for all purposes as to Movant, and Movant may proceed with a
10 foreclosure sale of the Property, pursuant to applicable state law, without further court order or
11 proceeding, and thereafter take any action necessary to obtain complete possession of the
12 Property.

13 6. **IT IS FURTHER ORDERED** that if the loan secured by Movant's first deed of
14 trust obligation is non-escrowed, then Debtor shall maintain property taxes and current hazard
15 insurance for the Property, and provide proof of said insurance to Movant on a timely basis.

16 7. **IT IS FURTHER ORDERED** that the acceptance by Movant of a late or partial
17 payment(s) shall not act as a waiver of Movant's right to proceed hereunder.

18 8. **IT IS FURTHER ORDERED** that the 14-day stay set forth in Federal Rule of
19 Bankruptcy Procedure 4001(a)(3) is hereby waived for the purposes of both this Order and
20 Order prospectively contemplated in paragraph 5 above.

21 9. **IT IS FURTHER ORDERED** that the foregoing terms and conditions shall
22 only be binding during the pendency of this bankruptcy case. If, at any time, the stay is
23 terminated with respect to the Property by court order or by operation of law, the foregoing
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1 terms and conditions shall cease to be binding and Movant may proceed to enforce its remedies
2 under applicable non-bankruptcy law against the Property and/or against Debtor.

3 10. **IT IS FURTHER ORDERED** D that Movant shall be permitted to offer and
4 provide Debtor with information regarding a potential Forbearance Agreement, Loan
5 Modification, Refinance Agreement, or other Loan Workout/Loss Mitigation Agreement, and to
6 enter into such agreement with Debtor.

7 **Approved as to form and content:**

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9 Dated: March 29, 2017

Law Office of Eddy Hsu



10 Eddy Hsu, Esq.
11 Attorney for Debtor,
Rene Aline Ricks

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****END OF ORDER****

COURT SERVICE LIST

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